

RESOLUTION NO. 82-28

RESOLUTION AUTHORIZING THE USE OF LAWRENCE PARK BY THE STOCKTON FARMERS' MARKET ASSOCIATION FOR A FARMERS' MARKET TO BE HELD EACH THURSDAY FROM 6:00 A.M. TO 1:00 P.M., WEATHER PERMITTING

RESOLVED that the City Council of the City of Lodi does hereby authorize the use of Lawrence Park by the Stockton Farmers' Market Association for a farmers' market to be held each Thursday from 6:00 a.m. to 1:00 p.m., weather permitting, pursuant to the terms and conditions set forth in letter agreement attached hereto, marked Exhibit "A", and thereby made a part hereof.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the subject letter agreement on behalf of the City.


Dated: March 17, 1982

I hereby certify that Resolution No. 82-28 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 17, 1982 by the following vote:

Ayes: Councilmen - Hughes, Murphy, Pinkerton,  
Katnich and McCarty

Noes: Councilmen - None

Absent: Councilmen - None

  
ALICE M. REIMCHE  
City Clerk

March 17, 1982

Ms. Holly Pyle  
Assistant Market Manager  
Stockton Farmers' Market Association  
405 E. Lindsay Street  
Stockton, CA 95202

Dear Ms. Pyle:

This letter is official confirmation of the actions of the Lodi City Council at its regular meeting of March 17, 1982 whereby the Council authorized the use of Lawrence Park (which park is bounded by Lockeford Street, Stadium Drive, and Washington Street in the City of Lodi) each Thursday from 6:00 a.m. to 1:00 p.m. year-around, or as long as weather permits, for a Farmers' Market under the following conditions:

- 1) Rental for the use of Lawrence Park as heretofore set forth will be \$1.00 per month.
- 2) The City of Lodi will allow on-street parking, in addition to parking in lots adjacent to the park on Washington Street, Lockeford Street, and Stockton Street, as well as the parking at Armory Park and the stadium.
- 3) The City of Lodi will allow for the parking of trucks inside the park area.
- 4) The City of Lodi will allow the use of the restroom facilities at Lawrence Park.
- 5) The City will provide additional trash bins at the site. The number of bins is to be mutually agreed upon by the City and the Stockton Farmers' Market Association.

- 6) The Stockton Farmers' Market Association agrees to operate in the City of Lodi at Lawrence Park at a non-profit status.
- 7) The Stockton Farmers' Market Association, while operating in the City of Lodi, agrees to charge vendors at a rate of \$10.00 per day, which fee is to be used for operational expenses.
- 8) The Stockton Farmers' Market Association agrees to provide for adequate cleanup, as determined by the City, of Lawrence Park during this operation.
- 9) The Stockton Farmers' Market Association agrees that the City of Lodi is to receive 10% of the gross receipts if food concession are operated in conjunction with the normal Farmers' Market operation. (By food concession this meaning relates to soft drinks, hot dogs, etc.--No beer without Council authorization.)
- 10) The Stockton Farmers' Market Association agrees to obtain the necessary business license pursuant to Chapter 12 of the City Code of the City of Lodi.
- 11) The Stockton Farmers' Market Association agrees to provide adequate security if the need arises. The need will be determined by the City of Lodi.
- 12) The Stockton Farmers' Market Association agrees to purchase fertilizer and to fertilize the grounds at Lawrence Park twice each year and to make all necessary repairs for unforeseen damages caused by this operation.
- 13) The Stockton Farmers' Market Association agrees to indemnify and hold the City of Lodi, its officers, agents and employees harmless for and defend against any and all claims and liabilities arising from damages or injury to persons and property during this operation. The City of Lodi shall be named as an additional insured on Lessee's comprehensive liability policy and a certificate evidencing the same shall be filed with the City Clerk of the City of Lodi in the following amounts:

- a) Bodily injuries or death in the amount of \$1,000,000 for one person
- b) \$1,000,000 for one occurrence
- c) \$50,000 for property damage

The term of this agreement shall be for one year and this agreement will expire on April 1, 1983.

We would ask that you indicate your acceptance of the terms of this agreement below and that this letter agreement will not become effective until it has been executed by representatives of the Stockton Farmers' Market Association and the City of Lodi.

Should you have any questions regarding this matter, please do not hesitate to call this office.

Very truly yours,

Alice M. Reimche  
City Clerk

ACCEPTED:

STOCKTON FARMERS' MARKET ASSOCIATION

by \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF LODI

\_\_\_\_\_  
JAMES A. McCARTY  
MAYOR

Attest:

\_\_\_\_\_  
ALICE M. REIMCHE  
CITY CLERK